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No. 010

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of the Republic of Honduras and has the honor to refer to earlier discussions between representatives of the two Governments regarding grants under the Foreign Assistance Act of 1961, as amended, or successor legislation, and the furnishing of defense articles, defense services, and related training, including pursuant to the United States International Military and Education Training Program, from the United States of America to the Government of the Republic of Honduras pursuant to the Foreign Assistance Act of 1961, or successor legislation. In this regard, the Embassy refers to the Bilateral Military Assistance Agreement, signed at Tegucigalpa on May 20, 1954, the Agreement regarding the disposition of equipment and materials furnished by the United States of America, effected by exchange of notes at Tegucigalpa on May 20 and May 24, 1954, the Agreement relating to military assistance, effected by exchange of notes at Tegucigalpa on October 24, 1962, and the net proceeds agreement, effected by exchange of notes at Tegucigalpa on May 9 and May 15, 1975, as amended.

DIPLOMATIC NOTE

In accordance with these discussions, it is proposed that the Government of the Republic of Honduras agree:

A. That, unless the consent of the Government of the United States of America has been first obtained, the Government of the Republic of Honduras shall not:

(I) Permit any use of such defense articles, related training, including training materials, or other defense services by anyone not an officer, employee or agent of the Government of the Republic of Honduras;

(II) Transfer or permit any officer, employee or agent of the Government of the Republic of Honduras to transfer such defense articles, related training, including training materials, or other defense services by gift, sale or otherwise; or

(III) Use or permit the use of such defense articles, related training, including training materials, or other defense services for purposes other than those for which provided;

B. That such defense articles, related training, including training materials, or other defense services shall be returned to the Government of the United States of America when they are no longer needed for the purposes for which they were furnished, unless the Government of the United States of America consents to another disposition;

C. That the net proceeds of sale received by the Government of the Republic of Honduras in disposing of, with prior written consent of the Government of the United States of America, any defense article furnished by the Government of the United States of America on a grant basis, including scrap from any such defense article, shall be paid to the Government of the United States of America;

D. That the Government of the Republic of Honduras shall maintain the security of such defense articles, related training, including training materials, and other defense services; that it shall provide substantially the same degree of security protection afforded to such defense articles, related training, including training materials, or other defense services by the Government of the United States of America; that it shall, as the Government of the United States of America may require, permit continuous observation and review by, and furnish necessary information to, representatives of the Government of the United States of America with regard to the use thereof by the Government of the Republic of Honduras; and

E. That the Government of the United States of America may also, from time to time, make the provision of articles, services, and related training furnished under other authority (except the United States Arms Export Control Act) subject to the terms and conditions of the agreement proposed herein. (Transfers under the United States Arms Export Control Act shall continue to be governed by the requirements of that Act and United States regulations applicable to such transfers.)

It is further proposed that this Agreement shall supersede the above-referenced 1975 agreement. Both 1954 agreements and the 1962 agreement shall not be affected by this Agreement. This Agreement shall apply to defense articles and defense services to which the superseded 1975 agreement had applied prior to entry into force of this Agreement.

The Ministry of Foreign Affairs' note stating that the foregoing is acceptable to the Government of the Republic of Honduras shall, together with this note, constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's note.

The Embassy of the United States of America appreciates your consideration of its request and avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Honduras the assurances of its highest consideration.

Enclosure:

Example of Note of Affirmation

Embassy of the United States of America

Tegucigalpa, Honduras, January 13, 2006.

U.S. Department of State
Office of Language Services
Translating Division

LS No. 03-2006-0514
Spanish/English
ALK

Translation

MINISTRY OF FOREIGN AFFAIRS
OF THE REPUBLIC OF HONDURAS

Note verbale No. 58-DT/097-DGPE

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and acknowledges receipt of diplomatic note No. 010 of January 6, 2006, which reads as follows:

[See U.S. Text]

The Ministry of Foreign Affairs has the honor to confirm to the Embassy of the United States of America that the foregoing proposal is acceptable to the Government of Honduras. Accordingly, the Embassy's note and this note in reply shall constitute an agreement between the United States of America and the Republic of Honduras which shall enter into force on the date of this note.

[Complimentary close]

Tegucigalpa, March 28, 2006

[Initialed]

[*Ministry stamp*]

Embassy of the United States of America,
Tegucigalpa.